

AUTHORIZED DEALER AGREEMENT

READ THIS AUTHORIZED DEALER AGREEMENT (“**AGREEMENT**”) BEFORE AGREEING TO THE TERMS OF BECOMING AN AUTHORIZED TOP KONTROL DEALER. THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU (INDIVIDUAL OR ENTITY, “**DEALER**”) AND SECURETECH INNOVATIONS, INC. (“**SECURETECH**”) GOVERNING THE TERMS AND COVENANTS OF BEING AN AUTHORIZED TOP KONTROL DEALER. COMPLETING THIS AGREEMENT BY CLICKING “I AGREE” BELOW INDICATES YOUR ACCEPTANCE OF THIS AGREEMENT IN ITS ENTIRETY. THIS AGREEMENT IS NON-TRANSFERRABLE.

THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN DEALER AND SECURETECH, AND IT SUPERSEDES ANY PRIOR AGREEMENT, PROPOSAL, REPRESENTATION, OR UNDERSTANDING BETWEEN THE PARTIES. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, HIT “CANCEL” NOW AND DISCONTINUE THIS PROCESS IMMEDIATELY.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS AGREEMENT, CONTACT SECURETECH AT sales@topkontrol.com, OR CALL 651-317-8990.

1. APPOINTMENT AS NON-EXCLUSIVE DEALER

- 1.1 Subject to the terms and conditions of this Agreement, and subject to such implementing rules and instructions as SecureTech may issue from time to time, SecureTech hereby appoints Dealer the non-transferable rights to display and sell SecureTech’s Top Kontrol product, all of which may be viewed on the website www.topkontrol.com (“**Products**”).
- 1.2 SecureTech reserves the right to appoint other dealers within the same sales territory at its own discretion.

2. OBLIGATIONS OF SECURETECH

- 2.1 If Dealer abides by the terms of this Agreement and is current on all payments, SecureTech will:
 - 2.1.1 SecureTech will supply Dealer with Products in the regular course of business, consistent with SecureTech’s standard practices, pricing plans, and subject to availability;
 - 2.1.2 Make available to Dealer advertising and promotional materials to support and promote the sale of Products; and
 - 2.1.3 Unless otherwise agreed to in writing, SecureTech shall determine applicable shipping instructions. No terms on purchase orders, invoices, or similar documents by Dealer shall serve to alter or add to the terms and covenants of this Agreement. SecureTech may accept or reject any order in whole or in part, at its sole discretion.

3. OBLIGATIONS OF DEALER

- 3.1 Dealer will energetically display, promote, and sell the Products at all Dealer location. Without limitation to the generality of the foregoing, Dealer agrees to:

- 3.1.1 Maintain an adequate business venue, together with an adequate storage facility for sufficient Product inventory;
 - 3.1.2 Ensure that all Dealer advertised or promoted prices for the Products shall be the same or higher than SecureTech's Manufacturer Suggested Retail Price (MSRP). This policy applies only to advertised and promotional efforts. It does not restrict the actual price a Dealer may sell the Products to its retail customers;
 - 3.1.3 Maintain a staff of competent sales personnel to solicit orders for the sale of Products and provide excellent retail customer service and support;
 - 3.1.4 Act as a liaison between the retail customer and SecureTech when special questions or concerns arise;
 - 3.1.5 When performing Product installations **ONLY** use technicians that have previously received the necessary SecureTech training and certifications required by SecureTech Product warranties;
 - 3.1.6 Train end-users to safely use and operate the Products;
 - 3.1.7 Arrange for and ensure the prompt and efficient warranty replacement or repair, subject to the liabilities of SecureTech under its product warranty of all Products sold by Dealer;
 - 3.1.8 Acquire and maintain, at Dealer's own expense, liability insurance in amounts reasonably satisfactory to SecureTech, to cover all activities of Dealer in the performance of this Agreement;
 - 3.1.9 Abide by such reasonable rules and instructions as SecureTech may promulgate; and
 - 3.1.10 Comply with all applicable laws and regulations unless such compliance would be contrary to, or cause SecureTech to incur financial detriment under the laws of the United States; and comply, without limitation, with any requirements for the registration or recording of this Agreement with local governmental entities.
- 3.2 All of the expenses incurred by Dealer relating to the sale of the Products and the provision of related services will be borne by Dealer except as otherwise expressly provided herein or agreed to in writing by SecureTech.
 - 3.3 Dealer is responsible for the payment of all costs and expenses, including shipping, handling, insurance, brokerage fees, taxes, customs, and other governmental charges incurred or imposed after passage of title as specified in the Terms and Conditions of Sale.
 - 3.4 Dealer may not, without the consent of SecureTech, reverse engineer, disassemble, modify or redesign any Product or component part thereof, or use any Product for any purpose other than that for which it is intended, or integrate any Product or component part thereof with any other equipment. Any such actions will render any Product warranties provided by SecureTech null and void.
 - 3.5 Dealer must maintain acceptable end-user assistance and problem resolution to the end-users of the Products.

- 3.6 Dealer agrees that without the prior written consent of SecureTech, Dealer may not sell the Products through third-party or auction sales, including without limitation those on Internet venues such as [eBay](#) or [Amazon](#).

4. PRODUCT PRICES AND PURCHASES

- 4.1 SecureTech's prices to Dealer for Products shall be provided upon execution of this Agreement. Such prices may be amended from time to time by SecureTech, at its sole discretion, and Dealer will be notified of pricing changes 30-days prior to any new Dealer prices going into effect. In addition, SecureTech reserves the right, without notice and without liability, to add or eliminate Products offered for sale or to change the design or specifications for Products.
- 4.2 Unless Dealer has been previously approved for making purchases on terms, SecureTech requires full payment for the Products at the time Dealer places an order. SecureTech will not ship any Products to Dealer until payment for the Products, including any tax, shipping, and insurance expenses, has been paid in full.

5. RETURN POLICY

Dealer hereby agrees to abide by SecureTech's return procedure set forth below. Upon receipt of a shipment of Products, Dealer will:

- 5.1 If shipped via FedEx, UPS, or courier, inspect each Product for shipping damage or factory defects. If any problem is found, Dealer will contact their SecureTech account representative immediately. Dealer will obtain and submit within fifteen (15) days a SecureTech Return Authorization Number with the date of the shipment(s), appropriate serial number(s), product type(s) and model number(s) of damaged or defective Product(s). Damaged shipment(s) or defective Product(s) must be returned within thirty (30) days.
- 5.2 If shipped via common carrier (Yellow Freight, Roadway, Preston, etc.), Dealer will sign "shipment subject to inspection" upon receipt of the shipment(s). This allows Dealer fifteen (15) days to contact the common carrier, should the inspection yield any damaged or defective Product(s).

6. PROMOTIONAL AND MARKETING ACTIVITIES

- 6.1 Except as otherwise set forth herein, Dealer shall be solely responsible for all costs and expenses related to advertising, marketing, promoting, and selling the Products. Dealer shall use its best efforts to promote honestly and vigorously the marketing and sale of the Products to realize maximum sales potential for the Products.
- 6.2 SecureTech will, at SecureTech's expense, furnish Dealer with such quantities as is determined by SecureTech to be reasonable, of standard information and marketing literature in the English language relating to the Products. Upon the request of SecureTech, Dealer will, in a timely manner, return all manuals, product information letters, and all other similar material provided to Dealer by SecureTech.
- 6.3 SecureTech may, at its sole discretion, list Authorized Dealers on its website and other forums in whatever way it is deemed most useful to promotion and marketing of the Products to retail customers.

- 6.4 If Dealer wishes to create its own promotional and marketing materials, Dealer shall, prior to its use of such materials, submit such materials to SecureTech for approval, which shall be reviewed promptly. SecureTech will not unreasonably withhold approval, provided Dealer conforms to the following requirements:
- 6.4.1 Dealer shall not alter, modify, or transform any SecureTech and Product logos, trademarks, and other Product branding;
 - 6.4.2 Dealer warrants that all documentation and/or verbal descriptions related to the Products made by or for Dealer shall be accurate and made in a professional manner;
 - 6.4.3 Dealer shall not modify the written warranties of SecureTech relating to the Products;
 - 6.4.4 These preapproval requirements include and extend to without limitation all forms of print, electronic, Internet, and so forth of promotional and marketing materials Dealer may wish to develop and utilize to sell the Products; and
 - 6.4.5 In the event Dealer proposes to modify, in any way, approved promotional and marketing materials, then Dealer must resubmit the modified materials to SecureTech for approval prior to their as SecureTech deems any modified materials to be new materials, regardless of how minor the modification may appear.

7. TRADEMARKS AND TRADE NAMES

- 7.1 During the term of this Agreement, the Dealer shall have the right to indicate to the public that it is an Authorized Dealer of the Products and to advertise such Products under the Trademarks and Trade Names that SecureTech may adopt, register, claim, and use from time-to-time (“**Trademarks and Trade Names**”), provided that all representations of the Trademarks and Trade Names that Dealer intends to use shall first be submitted to SecureTech for approval, which shall not be unreasonably withheld.
- 7.2 Nothing herein shall grant to Dealer any right, title, or interest in or to the Trademarks and Trade Names.
- 7.3 Any and all goodwill arising from Dealer’s use of the Trademarks and Trade Names will inure solely and exclusively to SecureTech’s benefit.
- 7.4 Upon termination of this Agreement, the Dealer shall cease all use of the Trademarks and Trade Names immediately.

8. RIGHTS TO INVENTIONS; PATENT RIGHTS

- 8.1 Dealer will not be deemed by anything contained in this Agreement, or done pursuant to it, to acquire any right or title to, or interest in, any patent, now or hereafter covering, or applicable to any Product, nor in or to any invention or improvement now or hereafter embodied in any Product, whether or not such invention or improvement is patentable under the laws of any country.
- 8.2 SecureTech has the option to prosecute any patent infringement claims and Dealer will cooperate with and render assistance to SecureTech in such prosecution. Dealer will promptly notify SecureTech in writing of any formal or informal notice to it or institution of any proceeding against it charging patent

infringement.

If any patent infringement claim is made against Dealer charging that Dealer's use of the Product infringes any patent, SecureTech, at its sole option, in order to mitigate any damages which might thereafter accrue both to SecureTech and Dealer, may instruct Dealer to discontinue selling the Product in question until such time as the dispute is settled or may defend the patent infringement claim, in which case Dealer will cooperate and render assistance to SecureTech on such defense. If Dealer fails to comply promptly with said instructions of SecureTech, SecureTech will be discharged from any obligations or liabilities accruing thereafter.

9. INDEPENDENT CONTRACTORS; INDEMNIFICATION

- 9.1 The relationship between the Parties established by this Agreement is that of independent contractors in which SecureTech is vendor and Dealer is vendee of the Products.
- 9.2 Dealer is not an agent or employee of SecureTech, and accordingly has no right or authority to enter into any contracts in the name of or for the account of SecureTech, nor to assume or create any obligation or liability of any kind, express or implied, on behalf of SecureTech.
- 9.3 Subject to the rights granted to and the obligations undertaken by it pursuant to this Agreement, Dealer will conduct its business at its own initiative, responsibility, and expense. Dealer will indemnify and hold SecureTech, and SecureTech's officers, directors, employees, and agents harmless against any and all claims, losses, costs, expenses, liabilities, and damages arising directly or indirectly from, as a result of, or in connection with Dealer's operations pursuant to this Agreement, as well as SecureTech's full costs, including without limitation attorneys' fees, arbitration expenses, judgments, and settlements, in defending against them.

10. CONFIDENTIALITY AND NON-DISCLOSURE

- 10.1 SecureTech's Dealer prices, and all data, information, technology, and trade secrets (including, without limitation, the identity of SecureTech's dealers and customers and prospective dealers and customers and their requirements, SecureTech's methods of doing business, SecureTech's proprietary technical documentation, and all information relating to the Products and SecureTech's operations) are deemed to be "Confidential Information."

Any Confidential Information that is disclosed to Dealer, or otherwise acquired or learned by Dealer, will be treated as proprietary and confidential and will, always be and remain the exclusive property of SecureTech. Neither Dealer nor any of its officers, directors, employees, or agents may (i) disclose any Confidential Information to any person, firm, or corporation without SecureTech's prior written consent; or (ii) use any Confidential Information except as necessary to fulfill its obligations hereunder. The foregoing does not apply to Confidential Information, which is in, or enters, the public domain otherwise than by reason of a breach of this Agreement.

- 10.2 Dealer may disclose Confidential Information to its directors, officers, employees, and agents who have a need to know such Confidential Information, provided that each such person or entity is subject to a separate Non-Disclosure Agreement (NDA) with SecureTech that carries provisions at least as restrictive as those set forth herein.

- 10.3 Dealer's obligations under this Section 10 will survive the termination of this Agreement, and will continue until such time as the Confidential Information enters the public domain, other than by reason of a breach of this Agreement. Dealer acknowledges that a breach of this Section 10 shall cause SecureTech irreparable harm not fully compensable by money damages and that, upon such a breach, SecureTech shall be entitled to immediate injunctive relief, without the requirement of posting bond, in addition to all other remedies available under this Agreement, at law or in equity.
- 10.4 Upon the expiration or termination of this Agreement, Dealer will promptly deliver to SecureTech all sales literature then in its possession and all written materials which contain Confidential Information, without retaining copies thereof.

11. TERM AND TERMINATION

- 11.1 This Agreement shall commence on the date of its acceptance by Dealer for an initial period of three (3) years ("**Fixed Term**"), unless terminated earlier.
- 11.2 If both SecureTech and Dealer fail to terminate this Agreement through written notice within sixty (60) days prior to the end of the Fixed Term, then the Agreement shall automatically renew for a period of one (1) year ("**Renewal Term**"). Both SecureTech and Dealer agree that, notwithstanding the number of times this Agreement may be renewed, it is not the intention that this Agreement be construed as a contract of indefinite duration.
- 11.3 If Dealer becomes more than thirty (30) days past due on any SecureTech invoices, then SecureTech may immediately terminate this Agreement upon giving written notice and there upon this Agreement shall become void, but without prejudice to the rights of either party to monies due or to become due under this Agreement or any other provisions, including Section 10, which remain in effect after the termination of this Agreement.
- 11.4 Dealer agrees that any violation of this Agreement will lead to an immediate suspension or termination of this Agreement. Reinstatement of this Agreement following any such violation will be solely at the discretion of SecureTech.
- 11.5 **Termination for Cause:**
- 11.5.1 If either party defaults in the performance of any provision of this Agreement, the non-defaulting party may terminate this Agreement without prior notice. Without limitation, Dealer's failure to provide proper support to a customer shall be a cause of termination.
- 11.5.2 This Agreement shall terminate, without notice:
- 11.5.2.1 Upon the institution by or against Dealer of insolvency, receivership or bankruptcy proceedings, or any other proceedings for the settlement of Dealer's debts;
- 11.5.2.2 Upon Dealer's making an assignment for the benefit of creditors;
- 11.5.2.3 Upon Dealer's dissolution; or

- 11.5.2.4 Upon the sale, transfer, hypothecation, or other disposition of fifty-percent (50%) or more of the stock or ownership of the Dealer.
- 11.5.3 This Agreement may be terminated immediately by SecureTech if Dealer commits a material breach or default of this Agreement.
- 11.6 SecureTech or Dealer may voluntarily terminate this Agreement at any time, with or without cause, with fifteen (15) days prior written notice to the other party, provided Dealer has no unpaid invoices or outstanding obligations to SecureTech. All unpaid invoices and outstanding obligations must be paid in full prior to Dealer voluntarily terminating this Agreement;
- 11.7 Upon termination of this Agreement for any reason whatsoever, SecureTech shall not be liable to Dealer for, and Dealer hereby expressly waives all rights to compensation, indemnities, or damages of any kind, whether on account of the loss by Dealer of present or prospective profits, commissions, anticipated orders, expenditures, investments or commitments made in connection with this Agreement, goodwill created, or on account of any other reason.
- 11.8 Upon termination of this Agreement for any reason whatsoever, Dealer shall immediately pay or cause to be paid to SecureTech all unpaid invoices and any monies owed to SecureTech. Late payment fees shall apply from the effective date of termination. In addition, SecureTech shall have the right to purchase, at its sole election, and Dealer shall deliver C.O.D. within 10 days of the date when notice of such election is sent, any or all Products in Dealer's inventory or control at cost paid by Dealer less SecureTech's applicable restocking fee and plus any credits in SecureTech's favor. As to any Products not repurchased by SecureTech, Dealer shall have the right to dispose of such products in the regular course of its business.
- 11.9 If, under any applicable law, Dealer is entitled to any compensation upon termination for cause or the expiration of a fixed term of their dealer agreement, this Agreement shall be deemed to be a contract for a duration of not more than three (3) years, and shall expire upon the expiration of such three (3) years after the initial effective date of this Agreement. To the extent any such compensation is deemed earned as a matter of law, the parties shall retroactively readjust all prices so that the prices charged to the Dealer shall be increased by the amount necessary to give such compensation to the Dealer as part of the overall pricing and compensation arrangements between the parties, and no additional payments shall be due Dealer from SecureTech.

12. GENERAL PROVISIONS

- 12.1 **Entire Agreement.** This Agreement, together with all documents incorporated by reference herein, constitutes the entire and sole agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations, understandings, or other matters, whether oral or written, with respect to the engagement hereof. No modification, rescission, cancellation, amendment or termination of this Agreement shall be effective unless it is in writing and is signed by all parties to this Agreement.
- 12.2 **Conflict.** In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.
- 12.3 **Assignability.** The rights granted to Dealer under this Agreement are not assignable or transferrable.

- 12.4 **Language; Notices and Other Communications.** The English language version of this Agreement is controlling in case of any inconsistency between such version and any translation thereof. Any notice, request, consent, demand, or other communication given or required to be given hereunder is effective when sent if made in writing, in English, and sent by electronic mail or facsimile with a confirmation copy sent by overnight carrier to the respective addresses of the parties on the first page of this Agreement. Should either party move their operations, it is their responsibility to inform the other party of such change in address through written notice hereunder.
- 12.5 **Severability.** If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any remaining provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.
- 12.6 **No Interpretation Against Drafter.** This Agreement has been negotiated at arm's length between persons sophisticated and knowledgeable in these types of matters. In addition, each party has been represented by experienced and knowledgeable legal counsel or had the opportunity to consult such counsel. Accordingly, any normal rule of construction or legal decision that would require a court to resolve any ambiguities against the drafting party is hereby waived and shall not apply in interpreting this Agreement.
- 12.7 **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, United States of America, without giving effect to the provisions of conflict of law thereof. The parties hereby expressly disclaim the operation of the United Nations Convention on the International Sale of Goods.
- For purposes of litigating any dispute that arises under this Agreement, the parties hereby submit and consent that proper venue for any such litigation shall be conducted in the courts of Ramsey county, Minnesota, United States.
- 12.8 **Paragraph Headings.** The paragraph headings set forth in this Agreement are for the convenience of the parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.
- 12.9 **Counterparts.** This Agreement may be executed in any number of counterparts and each counterpart constitutes an original instrument, but all such separate counterparts constitute only one and the same instrument.
- 12.10 **Severability.** Should any part of this Agreement be invalid, such invalidity will not affect the validity of any remaining portion which will remain in force and effect as if this Agreement had been executed with the invalid portion eliminated. It is the intent of the parties hereto that they would have executed the remaining portion of this Agreement without including such invalid portion.
- 12.11 **Headings.** The Section headings contained in this Agreement are for reference purposes only and have no effect in any way the meaning or interpretation of this Agreement.

12.12 Injunctive Relief. Solely by virtue of their respective execution of this Agreement and in consideration for the mutual covenants of each other, SecureTech and Dealer hereby agree, consent and acknowledge that, in the event of a breach of any material term of this Agreement by Dealer, SecureTech will be without adequate remedy-at-law and shall therefore, be entitled to immediately redress any material breach of this Agreement by temporary or permanent injunctive or mandatory relief obtained in an action or proceeding instituted in a competent court of jurisdiction without the necessity of proving damages and without prejudice to any other remedies which SecureTech may have at law or in equity. For the purposes of this Agreement, each party hereby agrees and consents that upon a material breach of this Agreement as aforesaid, in addition to any other legal and/or equitable remedies, SecureTech may present a conformed copy of this Agreement to the aforesaid courts and shall thereby be able to obtain an injunction enforcing this Agreement or barring, enjoining or otherwise prohibiting Dealer from circumventing the express written intent of the parties of this Agreement.

12.13 Attorney's Fees. In the event arbitration, litigation, action, suit or other proceeding is instituted to remedy, prevent or obtain relief from a breach of this Agreement, in relation to a breach of this Agreement or pertaining to a declaration of rights under this Agreement, the prevailing party will recover all such party's reasonable attorneys' fees and costs incurred in each and every such action, suit or other proceeding, including any and all appeals or petitions therefrom. As used in this Agreement, reasonable attorneys' fees will be deemed to be the full and actual cost of any legal services performed in connection with the matters involved, including those related to any appeal or the enforcement of any judgment calculated on the basis of the usual fee charged by attorneys performing such services.